

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to enter into a License Agreement with Hamilton Canal Limited Partnership, with principal office at One Washington Mall, Suite 500, Boston, Massachusetts 02108, for use of City of Lowell property; to wit, 291 Jackson Street (Parcel 5) for the purpose of a field office, staging area and parking for construction related personnel.

BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

That the City Manager is hereby authorized to enter into a License Agreement with Hamilton Canal Limited Partnership, with principal office at One Washington Mall, Suite 500, Boston, Massachusetts 02108, for use of City of Lowell property; to wit, 291 Jackson Street (Parcel 5) for the purpose of a field office, staging area and parking for construction related personnel.

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

LICENSE AGREEMENT

THIS LICENSE, made at Lowell, Middlesex County, Massachusetts, between the CITY OF LOWELL, a municipal corporation of the Commonwealth of Massachusetts, hereinafter called "LICENSOR," and HAMILTON CANAL LIMITED PARTNERSHIP, having its principal offices at One Washington Mall, Suite 500, Boston, Massachusetts 02108, hereinafter called "LICENSEE," WITNESSETH THAT:

The LICENSOR owns property known as Parcel 5 in the Hamilton Canal Innovation District (HCID), 291 Jackson Street, in the City of Lowell, hereinafter called the "SITE", attached hereto as Exhibit "A" and made a part hereof; and

The LICENSEE desires to use the premises for the purpose of a field office, staging area, and parking for construction-related personnel during construction of Parcel 8 and 9 as located in the HCID as shown in Exhibit "A"; and

NOW, THEREFORE:

1. The LICENSOR hereby grants to the LICENSEE a license to encroach upon and use the SITE as shown on the plan marked "Exhibit "A" and made a part hereof, for a field office, staging area and parking for construction-related personnel during construction of Parcels 8 and 9 from April 1, 2020 through construction completion of Parcels 8 and 9, anticipated in April 2022 subject to the following terms.

2. The LICENSEE shall maintain the field office, staging and parking lot area free and clear of all debris, litter, and nuisance during the licensed period.

3. The LICENSEE is prohibited from renting space in said licensed premises to any other person or persons or for any term or tenancy whatsoever.

4. The LICENSEE shall be responsible for any necessary permitting, snow and ice removal, security and basic lot maintenance, the City shall make no improvements.

5. The LICENSEE shall remove all utility poles not serving a present need.

6. The LICENSEE shall provide a minimum six foot screened fencing around the perimeter of the property

7. The LICENSEE shall assume all liability for the use of the lot and provide the City with insurance documentation.

8. It is agreed that this is a License only, that the Licensee shall, at all times, maintain sufficient insurance policies in an amount not less than \$500,000.00 on the premises, naming the City as one of the "insured", and agrees to hold the City harmless from any and all injuries resulting from said use of the property under this License. Licensor shall have the right to inspect the property at any time during the period of said License granted hereunder.

9. If the insurance policy is cancelled or lapses without being immediately renewed, or replaced or for any other breach of the License provisions, then the License granted hereunder shall be forthwith terminated and the Licensee shall have to cease and desist from said use of the property. Evidence of insurance shall, at all times, be sent to the Law Department of the City of Lowell.

10. The License shall be predicated upon and shall not be in effect until adequate insurance coverage, satisfactory to the Law Department of the City of Lowell, naming the City as an insured party, which coverage shall be kept in force so long as the use of the premises continues under this License.

11. This License Agreement is issued under the authority and in accordance with the Vote of the City Council of Lowell on this subject dated _____, 2020.

12. The Licensee releases and agrees to indemnify and hold harmless the City of Lowell, its agents, officers, servants and employees from any and all claims, demands and liabilities, including attorney's fees, whatsoever from any and all claims for damage or injury to persons or property which might occur on account of the License for the use of the staging area and parking at the site.

13. The Licensee hereby warrants and guarantees that upon termination of this License that the licensed premises shall: a) be graded with gravel and provide a loamed and seeded buffer edge; b) provide a six foot permanent fence around the perimeter of the property including a six foot gate for vehicle entry; c) and agrees to be responsible for, and to pay for the cost of any damage incurred during the licensed period to the Licensor regarding the licensed premises.

14. Inherent in this License Agreement is the unilateral right of the Licensor or the Licensee to cancel this license at any time upon written notice thereof to the Licensee or Licensor for any reason.

15. It is understood and agreed that this License does not grant any ownership interest to the Licensee in the licensed area.

Signed and sealed this _____ day of _____ 2020.

CITY OF LOWELL

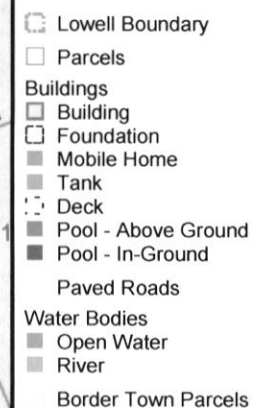
HAMILTON CANAL LIMITED PARTNERSHIP

Eileen M. Donoghue
City Manager

By: _____
Hamilton Canal GP LLC, its General Partner
By: WDP Manager Corp, its Manager
By: Gilbert J. Winn, President

APPROVED AS TO FORM:

Christine P. O'Connor
City Solicitor



Any map printed from this system is considered unofficial unless it has been stamped/logged/ certified by the Office of the City Assessor.

The City of Lowell makes no warranty of Representation as to the accuracy, timeliness or Completeness of any of the data. The City of Lowell Shall have no liability for the data or lack thereof, or Any decision made or action taken or not taken in Reliance upon any of the data.

1" = 100 ft

March 9, 2020



Eileen M. Donoghue
City Manager

Kara Keefe Mullin
Assistant City Manager

March 24, 2020

Mayor John J. Leahy
and
Members of the City Council

REFERENCE: License Agreement – 291 Jackson Street (Parcel 5)

Dear Mayor Leahy and Members of the City Council:

Attached please find a License Agreement for the City of Lowell owned property located at 291 Jackson Street (i.e. Parcel 5) and as depicted in Exhibit "A" attached. The property is located in the Jackson/Appleton/Middlesex (JAM) Plan Urban Renewal District.

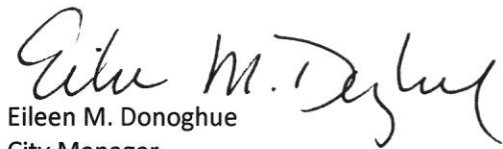
WinnDevelopment (as Hamilton Canal Limited Partnership "Winn") has requested to utilize this property, beginning April 1, 2020. Winn would utilize the property as a Field Office and parking for employees.

This will provide a number of benefits for the City, including but no limited to the following:

- Winn will make improvements to the property by: installing a security fence and maintaining an active presence on the site, regrading the site and removing old utility poles/connection no longer in use.
- By making the area available for parking for construction workers, this will allow other parking facilities to remain available for other nearby uses, including the Lowell Justice Center.
- The total value of the abovementioned improvements and otherwise reduction of parking demand on other City facilities equates to what the City would typically charge for such a License Agreement.

I respectfully request that the City Council vote to approve the proposed License Agreement in order to provide occupancy and security of this vacant property.

Sincerely,



Eileen M. Donoghue
City Manager

DNT/ns
Attachment

cc: Diane Tradd, Assistant City Manager/DPD Director
Christine P. O'Connor, City Solicitor
Patricia Lucken, Asset Manager
Joseph Giniewicz, Urban Renewal Project Manager